

TRANSPORTATION CORPORATION OF AMERICA

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

TELEPHONES:

Chicago Hts. -757-5900

Date: March 6, 1980

RECORDATION NO. 6725 Filed 1425

MAR 14 1980 - 9 25 AM

N. O. - 074A020

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Date MAR 14 1980

Fee \$: 10.00

ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are five (5) copies of the following:

Lease Agreement No. 721 dated June 29, 1972
Rider No. 7 dated February 27, 1980
between TRANSPORTATION CORPORATION OF AMERICA and
Illinois Terminal Railroad Company
Recordation No. 6725
No. of Cars: 150
Description of Cars: Gondola cars
Car Numbers: ITC 3900 thru 4049, both incl.

The names and address of the parties hereto are as follows:

Lessor:

Lessee:

Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

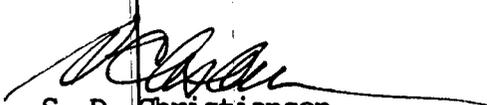
ILLINOIS TERMINAL RAILROAD COMPANY
710 No. 12th Blvd.
PO Box 7282
St. Louis, MO 63177

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining four copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$*10.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA


S. D. Christianson
Vice President - Finance

dk
Enclosures

RECEIVED
MAR 14 9 18 AM '80
I.C.C.
FEE OPERATION BR.

TRANSPORTATION CORPORATION OF AMERICA
 RIDER NO. 7
 TO ITC LEASE NO. 721 DATED JUNE 29, 1972
 (consisting of 4 pages)

MAR 14 1980 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

IT IS HEREBY AGREED THAT, effective February 27, 1980, this Rider shall become a part of ITC LEASE NO. 721 between TRANSPORTATION CORPORATION OF AMERICA and ILLINOIS TERMINAL RAILROAD COMPANY dated June 29, 1972 and the cars described herein shall be placed in ILLINOIS TERMINAL RAILROAD COMPANY service, subject to the terms and for the rental set forth below:

| | |
|--------------------------|--|
| CAR INITIAL AND NUMBERS: | ITRR NUMBERS - ITC 3900 thru 4049 both inclusive |
| CAR OWNER'S MARKS: | Title to this car subject to documents filed with the Interstate Commerce Commission |
| CLASS OF CAR: | 52'6" Gondola Cars 39" |
| NUMBER OF CARS | 150 |
| TRUCK CAPACITY: | 100-Ton |
| DELIVERY PERIOD | 1st & 2nd Quarters, 1980 |
| DELIVERY POINT: | East Chicago, Indiana |
| RENTAL TERM: | 60 Months from average delivery date |
| RENT: | SEE RIDER NO. 7 - PAGE TWO |
| CASUALTY OCCURRENCE: | SEE RIDER NO. 7 - PAGE THREE |
| OPTION TO CANCEL: | SEE RIDER NO. 7 - PAGE FOUR |

RENT: Monthly rental payments shall be payable on the 10th day of each calendar month beginning 60 days after the 150th car is delivered, through approximately May 10, 1985, for a total of 60 monthly rental payments ("Monthly Rental"). The Monthly Rental to be paid by the Lessee to the Lessor on each leased car shall be calculated as follows: Fixed Rental, plus Use Rental, less Administrative Charge.

The "Fixed Rental" shall be \$443.84 per month per car. However, that Fixed Rental shall be increased or decreased each month in proportion to the increase or decrease of the published applicable Association of American Railroads' ("AAR") Car Hire Rate Table included in Rule 1 Code of Car Hire Rules and Interpretations - Freight effective March 1, 1973 ("Car Hire Rate Table"), as amended to the date such Monthly Rental is due, as compared to that Car Hire Rate Table in effect on 7/1/79.

The "Use Rental" shall be the amount equal to the mileage rental earned by the relevant car in that calendar month immediately preceding the date the relevant Monthly Rental is due. These rentals shall include operations over Lessee's tracks, except that no mileage rental will be included for movements over the Lessee's tracks while the cars are being returned for repairs. The Use Rental shall be reduced by an amount calculated by multiplying \$14.59 times the number of days during that calendar month immediately preceding the date such Monthly Rental is due which the leased car which is the subject of the calculation fails to earn a daily per annum under the applicable AAR Rules. However, that reduction shall be increased or decreased each month in proportion to the increases and decreases of the Car Hire Rate Table as amended to the date such Monthly Rental is due, as compared to that Car Hire Rate Table in effect on 7/1/79.

The Administrative Charge will be \$45.62 per month per car. However, that Administrative Charge shall be increased or decreased each month in proportion to the increase or decrease of the Car Hire Rate Table which is in effect on the first day of the month in which the relevant Monthly Rental payment is due, as compared to the Car Hire Rate Table in effect on 7/1/79.

All rental payments shall be made to LESSOR in funds available to the LESSOR in Chicago, Illinois, on the date payments are due hereunder.

The LESSEE shall collect from other railroads over whose lines any of said cars shall be operated or used the applicable car hire earned by such cars and shall keep all records pertaining to movements thereof. LESSEE shall furnish LESSOR complete monthly reports based on car hire reports for all movements of such cars, both loaded and empty, and the railroad monthly car hire reports received by LESSEE shall be prima facie evidence of the facts reported therein.

CASUALTY OCCURRENCE: In the event any car shall be or become lost, stolen, destroyed or irreparably damaged, for any cause whatsoever, or taken or requisitioned by condemnation or otherwise, (each such occurrence being hereinafter called a "casualty occurrence") during the term of this lease, the LESSEE shall within 10 days after it shall have determined that such car has suffered a casualty occurrence, fully notify the LESSOR with respect thereto. At the next rental date thereafter when the earnings of such car has been determined the LESSEE shall pay to the LESSOR an amount equal to the accrued rental due hereunder for such car to the date of such payment plus a sum equal to the depreciated valuation of such cars as provided for in the interchange rules of the Association of American Railroads. Upon payment of such sum for such car, the term of this lease as to such car shall terminate, title to such car shall pass to and vest in the LESSEE, without necessity of further act and without any representation or warranty whatsoever on the part of the LESSOR, and the LESSEE shall assume all responsibility in respect to the ownership of such car.

Except as hereinabove in this clause provided, the LESSEE shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any casualty occurrence to any car after delivery to the LESSEE hereunder.

In the event the LESSOR or the LESSEE shall receive any payment from any governmental authority by reason of any casualty occurrence to a unit resulting from any taking or requisitioning of such unit, the LESSEE shall be entitled to such payment to the extent the same does not extend the monies duly paid by the LESSEE to the LESSOR under the terms of this casualty occurrence section, and the LESSOR shall be entitled to any remaining portion of such payment which shall be promptly paid over to the LESSOR.

Notwithstanding the provisions of the foregoing the LESSEE may self-insure against casualty occurrence risks to the same extent that it self-insures any similar items of railroad equipment which it owns.

OPTION TO CANCEL: This Lease may be terminated by either LESSOR or LESSEE (however LESSEE may not terminate if it is in default of any term or provision of this Lease) delivering to the other party a written notice stating the termination date. That termination date must not be less than 60 days nor more than 120 days from the date said notice is delivered to the party entitled to receive said notice.

(Corporate Seal)

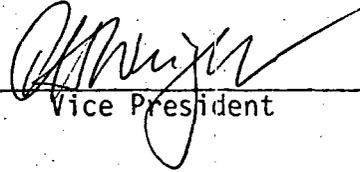
ATTEST:



Assistant Secretary

TRANSPORTATION CORPORATION OF AMERICA
"Lessor"

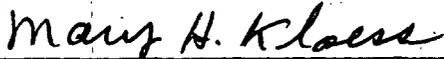
By:



Vice President

(Corporate Seal)

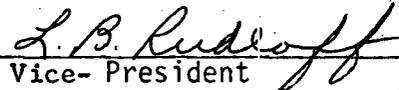
ATTEST:



Assistant Secretary

ILLINOIS TERMINAL RAILROAD COMPANY
"Lessee"

By:



Vice- President